Attorney or Party Name, Address, Telephone & FAX Numbers, State Bar Number & Email Address Cory J. Rooney (SBN 235838) PO Box 382 Omaha, NE 68101 Telephone: (402) 933-9865 Facsimile: (402) 401-2701 Email: rooneylaw@outlook.com	FOR COURT USE ONLY
☐ Plaintiff(s) appearing without attorney ☐ Attorney for Plaintiff(s)	
	BANKRUPTCY COURT IA - SAN FERNANDO VALLEY DIVISION
In re: Ray Hudson, and Samaneh Hudson	CASE NUMBER: 1:24-bk-11716-MB ADVERSARY NUMBER: 1:25-ap-01005-MB CHAPTER: 7
Debtor(s).	
Amerifirst	PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT UNDER LBR 7055-1
Plaintiff(s), vs. Ray Hudson	DATE: TBD TIME: TBD COURTROOM: 303 ADDRESS: 21041 Burbank Blvd, Woodland Hills, CA 91367
Defendant(s).	
TO THE DEFENDANT, DEFENDANT'S ATTORNEY AND  1. Name of Defendant(s) against whom default judgment	
Plaintiff filed the complaint in the above-captioned proc	eeding on (specify date): 01/17/2025
<ol> <li>The Summons and Complaint were served on Defenda on the following date (specify date): 01/21/2025</li> </ol>	
4. A true and correct copy of the completed return of sum	mons form is attached.
"Bankruptcy Code" and "11 U.S.C." refer to the United S	States Bankruptcy Code, Title 11 of the United States Code.

I am unable to determine whether or not Defendant is in military service. The facts that support this statement are as follows (if this box is checked, the plaintiff must attach a supplement to this motion addressing the

c. 🗌

bond requirement in 50 U.S.C. § 3931(b)(3)):

12. Defaulting party is not an infant or incompetent party.

Plaintiff requests that this court enter a default judgment in favor of Plaintiff. A copy of the lodged proposed default judgment is attached.

Date: 03/05/2025

Respectfully submitted,

Rooney Law Firm

Printed name of law firm

Signature

Cory J. Roony

Name of Attorney for Plaintiff or Plaintiff

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: P.O. Box 382. Omaha. NE 68101

A true and correct copy of the foregoing document entitled: PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT UNDER LBR 7055-1 will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) 03/05/2025\_\_, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below: David Keith Gottlieb (TR) - dkgtrustee@dkgallc.com United States Trustee (SV) - ustpregion16.wh.ecf@usdoj.gov Service information continued on attached page 2. SERVED BY UNITED STATES MAIL: On (date) 03/04/2025 \_\_, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail. first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed. Ray Hudson 4955 Calle Robleda Agoura, CA 91301 ☐ Service information continued on attached page 3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed. Service information continued on attached page I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Cory J. Rooney 03/05/2025 Date Printed Name

This form is mandatory It has been approved for use in the United States Bankruptcy Court for the Central District of California.

# Case 1:25-ap-01005-MB Doc 10 Filed 03/05/25 Entered 03/05/25 07:09:11 Desc Main Document Page 5 of 19

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address	FOR COURT USE ONLY					
Cory J Rooney Rooney Law PO Box 382 Omaha, NE 68101						
402–401–2793						
Plaintiff or Attorney for Plaintiff						
	UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA – SAN FERNANDO VALLEY					
In re:						
	CASE NO.: 1:24-bk-11716-MB					
Ray Hudson and Samaneh Hudson	CHAPTER: 7					
Debtor(s).	ADVERSARY NUMBER: 1:25-ap-01005-MB					
AmeriFirst						
Plaintiff(s) Versus Ray Hudson	SUMMONS AND NOTICE OF STATUS CONFERENCE IN ADVERSARY PROCEEDING [LBR 7004-1]					

TO THE DEFENDANT(S): A Complaint has been filed by the Plaintiff against you. If you wish to defend against the Complaint, you must file with the court a written pleading in response to the Complaint. You must also serve a copy of your written response on the party shown in the upper left–hand corner of this page. The deadline to file and serve a written response is **02/18/2025.** If you do not timely file and serve the response, the court may enter a judgment by default against you for the relief demanded in the Complaint.

A status conference in the adversary proceeding commenced by the Complaint has been set for:

Date: March 19, 2025 Time: 01:30 PM

Hearing Judge: Martin R. Barash

Location: 21041 Burbank Blvd, Crtrm 303, Woodland Hills, CA 91367

You must comply with LBR 7016–1, which requires you to file a joint status report and to appear at a status conference. All parties must read and comply with the rule, even if you are representing yourself. You must cooperate with the other parties in the case and file a joint status report with the court and serve it on the appropriate parties at least 14 days before a status conference. A court–approved joint status report form is available on the court's website (LBR form F 7016–1.STATUS.REPORT) with an attachment for additional parties if necessary (LBR form F 7016–1.STATUS.REPORT.ATTACH). If the other parties do not cooperate in filing a joint status report, you still must file with the court a unilateral status report and the accompanying required declaration instead of a joint status report 7 days before the status conference. The court may fine you or impose other sanctions if you do not file a status report. The court may also fine you or impose other sanctions if you fail to appear at a status conference.

KATHLEEN J. CAMPBELL CLERK OF COURT

Date of Issuance of Summons and Notice of Status Conference in Adversary Proceeding: January 17, 2025

By: \_\_\_\_\_\_s/" Julie Cetulio

Deputy Clerk



# PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

P.O. Box 382, Omaha, NE 68101

Complaint a	nd–1] and (2) the accompar nd Exhibit A		
ill be served or was servated below:	/ed <b>(a)</b> on the judge in char	mbers in the form and manne	er required by LBR 5005–2(d); and <b>(b)</b> in the manner
Orders and LBR, the for (date)	oregoing document will be s , I checked the C llowing persons are on the	served by the court via NEF CM/ECF docket for this bank	i (NEF): Pursuant to controlling General and hyperlink to the document. On ruptcy case or adversary proceeding and receive NEF transmission at the email
		☐ Service informa	ation continued on attached page
entities at the last know	ed envelope in the United S	uptcy case or adversary proc tates mail. first class, postac	_, I served the following persons and/or ceeding by placing a true and correct ge prepaid, and addressed as follows. e completed no later than 24 hours after
Ray Hudson 4955 Calle Robleda Agoura, CA 91301	a Law 838	iam G Silverstein  Office of William G. Silve 3 Wilshire Blvd., Ste. 630  verly Hills, CA 90211	
or (for those who cons Listing the judge here	on or entity served): Pursua , I served the following tented in writing to such ser	nt to F.R.Civ.P. 5 and/or conpersons and/or entities by pvice method), by facsimile trat personal delivery on, or or	RANSMISSION OR EMAIL (state attraction continued on attached page RANSMISSION OR EMAIL (state attraction) that the attraction of the attraction of the attraction continued at a state of the attraction of the attraction continued at a state of the attraction of the attraction continued attraction of the attraction of
I declare under penalty	y of perjury under the laws		ation continued on attached page foregoing is true and correct.
01/21/2025	Cory J. Rooney		/s/ Cory J. Rooney
Date	Printed Name		Signature

	-01005-MB Doc 10 Filed ( Main Documen	03/05/25 Entered 03/05/25 07:09:11 Desc it Page 8 of 19
	CENTRAL DIS	S BANKRUPTCY COURT TRICT OF CALIFORNIA Ternando Valley)
IN RE: Ray Hudson, Samaneh Hud		Case No. 1:24-bk-11716-MB
	Debtors.	Chapter 7
Amerifirst,		
	Plaintiff,	
	v.	
Ray Hudson,		A.P. No. 1:25-ap-01005-MB
	Defendant.	Hon. Judge Barash
		RST IN SUPPORT OF MOTION FOR SAINST DEFENDANT RAY HUDSON
•	esa McCart, state and declare un	der penalties of perjury the following upon my personal
knowledge:	I am a custodian of business re	cords at Amerifirst, a division of First National Bank of
1.		
1. Omaha, whic	h is a national bank organized ar	nd existing under the laws of the United States and I am
Omaha, which	h is a national bank organized ar the facts and circumstances of th	-
Omaha, which	the facts and circumstances of the	-
Omaha, which familiar with 2.	the facts and circumstances of the	nis case.
Omaha, which	the facts and circumstances of the This Affidavit is being made in	nis case.
Omaha, which familiar with 2. Judgment. 3.	the facts and circumstances of the This Affidavit is being made in	nis case.  n support of the Plaintiff's Motion for Default  and method in which Amerifirst business records,
Omaha, which familiar with 2. Judgment. 3.	the facts and circumstances of the This Affidavit is being made in I am familiar with the manner loan records are created and store	and method in which Amerifirst business records,

property, said loan application is attached to this Affidavit and was created in the normal course of Amerifirst's business and were made contemporaneously with the events in the statements. Attached hereto as Exhibit A.

- 5. On said loan application, Defendant stated in writing that he had a self-employment income of \$28,144.84.
- 6. Based on said representations by Defendant, Defendant was approved for said loan in the amount of \$70,000.00 on August 24, 2023, which was accompanied and agreed to by the parties as Exhibit B a true and accurate copy of the loan agreement.
- 7. After receiving said funds, Defendant made 7 minimum payments required by the agreement before defaulting and filing this bankruptcy case.
- 8. Pursuant to the Loan Agreement, Debtor promised "not to apply for a Loan if you know there is a reasonable probability that you will be unable to repay your obligation according to the terms of this Loan Agreement."
- 9. In Debtor's bankruptcy Schedules, he stated that he had an annual income of \$27,737.00 in 2023, which was materially different from Defendant's stated income on his application for credit with Amerifirst in 2023.
- 10. The Debtor deliberately misrepresented material information on his application for a loan with Plaintiff and intended to deceive Amerifirst into extending him the \$70,000.00 loan.
- 11. Debtor willfully and knowingly submitted income levels contained in his application for a loan that were false.
- 12. AmeriFirst reasonably relied on these false representations made by Defendant and extended Defendant a \$70,000.00 loan.
- 13. The Debtor had no intention of repaying this Loan and/or had no realistic expectation of repaying this Loan.
- 14. The Defendant represented that he had the intention of repaying Amerifirst the \$70,000.00 pursuant to the loan agreement and by virtue of receiving the funds.
- 15. Based on Defendant's bankruptcy schedules, the Defendant knew or should have known that he did not have the intent or ability to repay Amerifirst the \$70,000.00. Defendant's monthly income was not sufficient to pay even the minimum payments required under the terms of the loan agreement.

	Case 1:25-ap-01005-MB Doc 10 Filed 03/05/25 Entered 03/05/25 07:09:11 Desc Main Document Page 10 of 19
	16. Amerifirst justifiably relied on Defendant's representation to repay the \$70,000.00 as
1	16. Amerifirst justifiably relied on Defendant's representation to repay the \$70,000.00 as there were no "red flags" existing as to any potential fraudulent conduct and Amerifirst reviewed
2	Defendant's creditworthiness prior to issuing him the loan proceeds.
3	17. As a proximate result of Defendant's fraudulent activity and material
4	misrepresentations, Amerifist has been damaged in the amount of \$63,724.50.
5	18. Defendant incurred the \$63,724.50 through false pretenses, false representations, or
6	actual fraud.
7	Dated: 3-3-2025  Teresa McCart, Amerifist, a Division of
9	First National Bank of Omaha
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Case 1:25-ap-01005-MB Doc 10 Filed 03/05/25 Entered 03/05/25 07:09:11 DocuSign Envelope ID: 0EA0D7B6-F1DC-46A4-B0E5-010 & On A BURNE DE DE MENT Page 11 of 19 This is a copy view of the Authoritative Copy held APPLICATION FOR CREDIT Fax to 800.311.7757 AMERIFIRST READ TO APPLICANT: "If married, you have the right to apply for credit separately from or jointly with your spouse." APPLY: 🚨 JOINTLY or 🛢 INDIVIDUALLY Application Date Application Number Loan Amount Loan Term (Months) 33796 08/22/2023 70.000.001 180 APPLICANT INFORMATION Date of Birth Social Security # Name (First, Middle, LAST) Ray Hudson 1968 5308 Residence Address/Apt.# State ZIP How Long (Years/Months) Home Phone # Own Rent Other CA 91301 1years/5months (310) 721-9252 4955 Calle Robleda Agoura Hills Number of Dependents Cell Phone # Mailing Address (If different from Residence Address) N/A Purchase Price of Property Landford/Mortgage Holder Home Value 1st Mortgage Balance \$0.00 Amerifirst Home Improvement Finance LLC \$ 0.00 Mortgage/Rent/Month Email Address 2nd Mortgage Balance Occupation/Position Houdy Salary Rayhud1968@gmail.com \$ 5.240.00 C Self Em Employer (Name and Address) **Employment Date** Work Phone # Ext 3years/3months Hila moda come (TOTAL) Gross Monthly Income (EMPLOYER) Gross Monthly Income (ALL OTHER") Source(s) of OTHER Income? 28.144.84 \*OTHER INCOME (READ TO APPLICANT: \*Income from alimony, child Have You Taken Bankruptcy in Last (7) Years? Are you obligated to pay alin support or separate maintenance need not be revealed if you choose not DIN DY If Yes, Amount \$ to rely on such income in applying for credit.") Name (First, Middle, LAST) Date of Birth Social Security # How Long (Years/Months) Residence Address/Apt.# City State **Dwn** Home Phone # vears/months Email Address Mortgage/Rent/Month **Employment Date** Cell Phone # 0.00vears/months ■ Hourly Employer (Name and Address) Occupation/Position Work Phone # Ext. Salary Self Ém. Gross Monthly Income (EMPLOYER) Gross Monthly Income (ALL OTHER) Source(s) of OTHER Income? Gross Monthly Income (TOTAL) °0.00 \*OTHER INCOME (READ TO APPLICANT: "Income from alimony, child support or separate maintenance need not be revealed if you choose not to rely on such income in applying for credit.") To help the government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What that means byou. When you goes an account, we will ask for your name, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. I warrant that the information provided in this credit application is true and correct and provides all existing information concerning my curstanding indebtedness and creditworthiness. I understand that the information provided, the verification of that information, and any credit reports obtained will be reasonably relied upon by lender in approving or rejecting this application, I authorize lender, and its agents to check my credit and employment history, and obtain my credit report, communicate with third parties, including credit bureaus, investigate information obtained from me, including the references or statements above, for the purpose of extending new credit, reviewing credit information or collecting my account. Lunderstand that I will receive notice of approval or rejection of my application within 30 days of the action taken and that I can request lender's reason if rejected. At AmeriFirst's option, I understand that I may be required to prove the income stated in this application and authorize AmeriFirst to take any action that may be required in connection with verifying such income, To the extent permitted by law l/we consent that you, your assignees, and your agents may contact me at any telephone number or email address you have for me, including any cell phone numbers and any phone numbers listed on this document, by any means you select, including an automatic telephone dialing system, text messaging, artificial or pre-recorded voice, and/or an email message Notice for New York Residents: A consumer credit report may be requested in connection with this application or in connection with updates, renewals or extensions of any credit granted as a result of this application. If you subsequently ask for this information you will be informed whether or not such a report was requested and, if so the name and address of the egency that furnished the report. Notice for Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all credit customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law. Notice to Married Wisconsin Residents: Wisconsin law provides that no agreement, unilateral statement or court decree relating to martial property shall adversely affect a creditor's interest, unless prior to the time the credit is granted the greditor is furnished a copy of the agreement, statement or degree or has actual knowledge of the adverse provision. You must include the name of your spouse on the installment contract, and the address if different from yours, Notice to California and Utah Residents: As requested by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Notice for Massachusetts Residents: Massachusetts law prohibits discrimination on the basis of marital status or sexual orientation.

Date

Pocusigned by:  Kay Hudson  Applicant properties 28415	8/24/2023 Date	Co-Applicant's Signature
Driver's License or State ID No. (Number, State, Issue	and Expiration Date)	Driver's License or State ID No. (Number, State, Issue and Expiration D

# Case 1:25-ap-01005-MB

See your Loan Agreement for any additional

information about nonpayment, default, and any required repayment in full before the scheduled date.

LOAN MATURITY DATE

Filed 03/05/25 07 nument Page 12 of 19 This is a com-Doc 10 DocuSign Envelope ID: 0EA0D786-F1DC-46A4-B0E5-MainAE99FDEMENT

First National Bank of Omaha

BORROWER'S NAME AND ADDRESS

Prepayment: If you pay off early, you will not

have to pay a penalty.

11171 Mill Valley Road . Omaha, NE 68154 800-228-2179 · FAX: 800-498-7203 www.trustamerifirst.com

by GLOSED END NOTE DISCLOSURE, AND LOAN AGREEMENT

DATE OF LOAN

BORROWER'S NAME AND ADDRESS 4955 Calle Robleda Ray Hudson Agours Hills CA 91301							08/24/20		08/23/203			
CO-BORROWER'S NAME AND ADDRESS						LOAN NUME	34.207					
Truti	ı İn Lending Act (Ti	LA) Disclosure Sta	tement		_						NANCED	
ANNUAL PERCENTAGE	FINANCE CHARGE:	Amount Financed: The	Total of Payments: The amount you will	lt	2,	\$ 0.00 \$ 0.00		to	Creditor C	redited or	n Account No.	N/A_
RATE: The cost of your	The dollar amount the credit will cost	amount of credit provided to you	have paid after you have made all payments as		4.	\$ 0.00 \$ 0.00 \$ 0.00		to		redited or	Account No.	N/A N/A
credit as a yearly rate.	you.	or on your behalf.	scheduled.		6.	\$ 0.00		To	N/A N/A		E7	3 s <u>-</u>
13.23 %	\$ 91,371.80	\$ 70,000.00	\$ 161,371.80			\$ 0.00			N/A	W X	M KF	
Your payment sche		· · · · · · · · · · · · · · · · · · ·			9.	\$ 0.00		N	Á	1 AT	d V	
NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS		ENTSARE DUE; DATE			\$ 0.00	(2)	N	JE 11	K.	n .	
179	\$ 896.50		First payment due 30 days after the Funding Date. Monthly payments due on		12.	\$ 0.00° \$ 0.00	KA.	\ An		i <u>to</u> Public		
1	\$ 898.30	the corresponding of thereafter until Loar	day of each month		14.		0.00	Tố	200,140,1004	en to you o t Finance	directly d (sum of 1 th	ough <u>13</u>
Late Charge: If a payment is more than 10 days late, you will be charged 5% of the scheduled payment						s 0.00	,	Pre	paid Fina	nce Char	ge	

OTHER FEES In addition to the Late Charge disclosed above, we may charge you the following fees: \$ 0.00 Other: N/A Returned Item or NSF Fee: \$ 15.00 Other: NA Other: N/A \$ 0.00

## **LOAN SIGNATURES**

You agree that the terms and conditions in the disclosure statement and the loan agreement attached hereto shall apply to this loan. If there is more than one borrower, you agree that all the conditions of the disclosure statement and the loan agreement governing this loan shall apply to both jointly and severally. You acknowledge that you have received a copy of the loan agreement and disclosure statement ("Note"),

Negative Information Notice: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

NOTICE TO CONSUMER: 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.

BORROVÝER'S BISHIMTURE	DATE	CO-BORROWER'S SIGNATURE	DATE
x Ray Hudson	8/24/2023	x	
GF\FFGGGGGGGGGGGGG			

DocuSign Envelope ID: 0EA0D7B6-F1DC-46A4-B0E5-INCAIDA ENGINEEMENT

Page 13 of 19

This is a copy view of the Authoritative Copy held

BORROWER Ray Hudson LOAN NUMBER esignated cuspotESF LOAN 08/24/2023

In these agreements, the words "you," "your" and "yours" mean all those named as borrowers on page 1. The words "we," "us" and "our" mean the lender named on page 1. Capitalized words in the Truth in Lending Act (TILA) Disclosure Statement section on the first page of this Loan Agreement are specifically defined. Definitions set forth below controls the meaning of the words in the Disclosure Statement section not defined there.

### IMPORTANT DISCLOSURES FOR ACTIVE MEMBERS OF THE MILITARY AND THEIR DEPENDENTS:

The following applies if at the time this loan is made you are an active member of the military or a dependent (as those terms are defined in the Military Lending Act (MLA), 10 U.S.C. 987 and its implementing regulations ("MLA"), and (a) your loan is unsecured or secured by personal property or a vehicle that you did not purchase with the proceeds of the Ioan; or (b) it is otherwise determined by law that the MLA applies to your loan.

- NOTICE: Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit.
   In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums or debt protection fees; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To receive this notice verbally, please call 1-800-228-2179 during our normal business hours 8:00 a.m. to 5:00 p.m. CST M-F.
- 2. Any reference in this consumer credit contract to the following are hereby inapplicable to your loan; (a) Mandatory arbitration; (b) Any requirement(s) to waive your rights to legal recourse under any applicable state or federal law; (c) Any demands or requirements construed as unreasonable notice from you in order to exercise your legal rights; or (d) Prepayment penalties.
- 3. Any provisions in your consumer credit contract, loan or security agreements that are determined to be inconsistent with or contradictory to these disclosures or the MLA (as they may be changed or amended from time to time) are inapplicable with regard to this loan. However, all other terms and conditions of the consumer credit contract shall remain in full force and effect.

#### LOAN AGREEMENT

#### Definitions:

- Loan Agreement is this two-page written document and the terms, conditions, covenants, warranties and promises it sets forth.
- b. Loan is the amount of money we are providing to you which you are agreeing to repay, with interest, on the terms and conditions set forth in this Loan Agreement.
- c. Funding Date is the day and date we enter your Loan on our records and thereafter issue and mail our Loan check to you or make an electronic deposit of Loan proceeds to an account you designate in writing.
- d. Due Date is the date thirty (30) days after the Funding Date for your\_first payment and the corresponding day of each month thereafter until your Loan is paid in full.
- e. Late Charge is the charge that is imposed if you make a late payment, which is any payment made by you which is not received on or before the Due Date. You agree to pay a Late Charge according to the temps set out on the first page (page 1) of this Loan Agreement.
- f. Prepayment means any payment by you made at any time after Funding Date in an amount adequate to fully pay the unpaid portion of the Loan plus any accrued interest and/or late charge then dile and owing, pursuant to the terms of this Loan Agreement.

Payments/Finance Charges! For value received you promise to pay all amounts due. All payments shall be made pursuant to the disclosure statement on page 1 of fbis document. You understand that the finance charge and total of payments shown on page 1 of this document are based on the assumption that all installment payments will be made on the scheduled due dates. If you fail to pay any installment by the time it is due, you will pay additional interest on the overdue amount and your joan may not be paid in full at the end of the term. In such case, any remaining balance will be due in full immediately.

Allocation of Payments and Additional Payments: Payments and credits shall be applied in the following order: accrued interest or finance charges due; principal; any fees or charges owing. Payments made in addition to regularly scheduled payments shall be applied in the same order.

Late Charge and Other Fees: If you make a late payment, you agree to pay a late charge if one is disclosed on page 1 of this document. You also agree to pay other applicable fees if described on page 1. Where allowed, any fee to be paid to Lender for provision of a loan pursuant to this Loan Agreement shall be added to the amount of the loan and bear interest at the specified rate. Late Charges and other fees that may accrue shall be added to the outstanding principal balance of the loan and may result in an extension of the loan term.

Borrower Responsibility: You promise to notify us of any change in your name, address or employment. You promise not to apply for a loan if you know there is a reasonable probability that you will be unable to repay your obligation according to the terms of the credit extension. You promise to inform us of any new information which relates to your ability to repay your obligation. You promise not to submit false or inaccurate information or willfully conceal information regarding your creditworthiness, credit standing, or credit capacity.

Irregular Payments: We may accept late payments or partial payments, even though marked "payment in full," without losing any of our rights under this agreement.

Co-borrowers: If you are signing this agreement as a co-borrower, you agree to be equally responsible with the borrower, but we may sue either or both of you. We do not have to notify you that this agreement has not been paid. We may extend the terms of payment and release any security without notifying or releasing you from responsibility of this agreement.

Default: You shall be considered in default if any of the following occur: (1) you fail to make a payment required by this Loan Agreement or (2) the prospect of payment, performance or realization of the Collateral is significantly impaired. If you default, we may, at our option, declare this loan Immediately due and payable, and you must immediately pay to us at that time the total unpaid balance, as well as the Finance Charge to date, any late charge and costs of collection permitted under law, including reasonable

Costs of Collection: To the extent permitted by applicable law, you shall pay all costs incurred by us in collecting any amount you owe or in enforcing or protecting our rights. Costs of collection include, but are not limited to, collection agency fees. Costs of collection also include reasonable attorney's fees for any action taken by an attorney who is not our salaried employee in order to collect this loan or preserve or protect our rights and remedies, including, without limitation, pre-suit demands for payment, pre-suit mediation or settlement negotiations, investigation and assessment of our rights, participation in bankruptcy cases, matters, and proceedings (including, without limitation, filing proofs of claim, attending meetings of creditors, and pursuing complaints, motions, and objections that relate in any way to our right to payment), non-bankruptcy suits and/or administrative actions, and appeals.

Action Upon Default: If applicable state law requires a notice of default and an opportunity to cure that default, we will grant you those rights before we exercise our remedies. If you default, upon the expiration of any applicable rights to cure that default, we may, at our option, declare all amounts under the Note immediately due and payable, and you must immediately pay to us at that time the total unpaid balance, as well as the Finance Charge to date, any late charge and costs of collection permitted under law, including reasonable attorney's fees. We may pursue any and all remedies afforded us under the law to collect all amounts owing. The principal balance in default shall bear interest at the contract rate.

Interest After Default: If you fail to pay all amounts still owed on the Maturity Date, you will pay interest on the unpaid amount at the contract rate until paid in full.

Others Bound: This agreement not only binds you, but your executors, administrators, heirs, and assigns.

Further Assurances: You agree to execute any further documents, and to take any further actions, reasonably requested by us in order to effectuate the rights granted to us.

Delay in Enforcement: We may delay enforcing any of our rights under this agreement without losing them.

Governing Law: This agreement shall be construed and enforced in accordance with the laws of the State of Nebraska.

d	ase 1:25-ap-01005-MB	Filed 03/05/25 cument Page	Entered 03/05/25 07:09:11 14 of 19	Desc

	STATES BANKRUPTCY COURT AL DISTRICT OF CALIFORNIA (San Fernando Valley)
IN RE: Ray Hudson, and Samaneh Hudson,	Case No. 1:24-bk-11716-MB
Debtor	. Chapter 7
Amerifirst,	
Plainti	; ,
v.	
Ray Hudson,	A.P. No. 1:25-ap-01005-MB
Defendant.	Hon. Judge Barash
AFFIDAVIT OF NON-M	LITARY SERVICE AND FAILING TO ANSWER
STATE OF NEBRASKA ) ) SS COUNTY OF DOUGLAS )	
I, Cory J. Rooney, state and c	eclare under penalties of perjury the following upon my
personal knowledge:	
1) I am the attorney for A	merifirst, the Plaintiff in this proceeding.
2) The Defendant's curr	nt mailing address pursuant to his Bankruptcy Petition is 4955
Calle Robleda, Agoura, CA 91301.	

d	ase 1:25-ap-01005-MB Doc 10 Filed 03/05/25 Entered 03/05/25 07:09:11 Desc Main Document Page 15 of 19
1	3) That I caused the Defendant and his Attorney to be served with a true copy of the
2	Complaint and Summons by first-class mail deposited with the United States Postal Service on
3	January 21, 2025.
4	4) To date, Defendant has failed to Answer or otherwise respond to the allegations in
5	Plaintiff's Complaint and therefore is in Default.
6	
7	5) Based on records obtained from the Department of Defense Manpower Data Center,
8	there is no information indicating that the Defendant is currently on active duty. A true and accurat
9	copy of the report is attached hereto as Exhibit C.
10	6) Defendant is also not a minor nor an incompetent.
12	Dated: March 4, 2025
13	
14	AMERIFIRST
15	
16	By: /s/ Cory J. Rooney
17	Cory J. Rooney (SBN 235838) PO Box 382
18	Omaha, NE 68101 Telephone: (402) 933-9865
19	Facsimile: (402) 401-2701 Email: rooneylaw@outlook.com
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Results as of : Mar-04-2025 02:45:21 PM EST

SCRA 5.24



# Status Report Pursuant to Servicemembers Civil Relief Act

**EXHIBIT** 

SSN: XXX-XX-5308

Sep-XX-1968 Last Name: **HUDSON** 

First Name: **RAY** 

Middle Name:

Birth Date:

Status As Of: Mar-04-2025

Certificate ID: 2D79RK685JX5VZS

On Active Duty On Active Duty Status Date								
Active Duty Start Date Active Duty End Date Status Service Component								
NA	NA	No	NA					
This response reflects the individuals' active duty status based on the Active Duty Status Date								

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

		NODE - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	
The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, Space Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Sam Yousefzadeh, Director

Department of Defense - Manpower Data Center

4800 Mark Center Drive, Suite 04E25

Alexandria, VA 22350

Case 1:25-ap-01005-MB Doc 10 Filed 03/05/25 Entered 03/05/25 07:09:11 Desc The Defense Manpower Data Center (DMDC) is an official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: https://scra.dmdc.osd.mil/scra/#/faqs. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty Status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

# More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

## Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address	FOR COURT USE ONLY
Cory J. Rooney (SBN 235838) PO Box 382 Omaha, NE 68101 Telephone: (402) 933-9865 Facsimile: (402) 401-2701 Email: rooneylaw@outlook.com	
<ul> <li>□ Debtor(s) appearing without attorney</li> <li>☑ Attorney for. Plaintiff</li> </ul>	
	ANKRUPTCY COURT NIA - <u>San Fernando Valley</u> DIVISION
In re: Ray Hudson, and Samaneh Hudson,	CASE NO.: 1:24-bk-11716-MB CHAPTER: 7 ADVERSARY NO.: 1:25-ap-01005-MB
Debtor(s)	DEFAULT JUDGMENT (WITHOUT PRIOR JUDGMENT)
First National Bank of Omaha  Plaintiff(s)  vs.	DATE: 04/01/2025 TIME: 11:00 AM COURTROOM: 303 PLACE: 21041 Burbank Blvd, Crtrm 303, Woodland Hills, CA 91367
Ray Hudson,	
Defendant(s)	
Based on the Defendant's failure to respond to the Complain  Judgment shall be entered in favor of Plaintiff (specify na	• •

١.	U	gainst Defendant ( <i>specify name</i> ): <u>Ray Hudson</u>	al Balik Of Offiaria
2.	a. 🛭	Plaintiff is awarded damages in the following amount:	\$63,724.50
	b. 🛭	Plaintiff is awarded costs in the following amount:	\$ <u>350.00</u>
	c. [	Plaintiff is awarded attorney fees in the following amount:	\$
	d. [	Plaintiff is awarded interest at the rate of% per year from judgment (specify date from which interest shall begin to run):	the following date to the date of entry of this

	e.	☐ Plaintiff is granted the following relief ( <i>specify</i> ):
		☐ See attached page
3.		This judgment or claim is determined to be non-dischargeable under:    Bankruptcy Code §523(a)   Other (specify): 11 U.S.C. §523 (a) (2) (B).
1.		The court further orders:
		☐ See attached page

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Case 1:25-ap-01005-MB Doc 10 Filed 03/05/25 Entered 03/05/25 07:09:11 Desc Main Document Page 19 of 19

December 2013 Page 2 F 7055-1.2.DEFAULT.JMT